

**COMBINED INVENTOR
DECLARATION AND POWER OF ATTORNEY**

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name, I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**DIAGNOSTIC METHOD FOR ASSESSING A CONDITION
OF A PERFORMANCE ANIMAL**

the specification of which

(check one) Is attached hereto.
 Was filed on «FILED» and has been assigned Serial Number «SERIAL».
 Was filed on «MAILED» as Attorney Docket No. «REFERENCE».

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information known to me to be material to patentability of this application as defined in Title 37, Code of Federal Regulations, §1.56 and, if applicable, all such information under 37 CFR § 1.56 which became available between the national or PCT International filing date of the prior application and the filing date of this application.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)	<u>Priority Claimed</u>			
PR4809 (number)	AU (Country)	04/05/01 (Day/Month/Year Filed)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

I hereby appoint:

BARBARA RAE-VENTER, Ph.D., Reg. No. 32,750

as my attorney with full power of substitution and revocation to prosecute my above-identified application for Letters Patent and to transact all business in the Patent Office connected therewith.

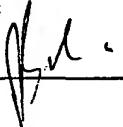
Direct all telephone calls to Barbara Rae-Venter, Ph.D. at (650) 328-4400.

Address all correspondence to:

Barbara Rae-Venter, Ph.D.
Rae-Venter Law Group, P.C.
P. O. Box 60039
Palo Alto, California 94306-0039

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor: BRANDON, Richard Bruce

Inventor's signature: 

Date: 21st June, 2001

Residence: 6 Roberts Court, Brookfield, Queensland, 4069, Australia

Citizenship: Australia

Post Office Address: Same

ASSIGNMENT

WHEREAS, BRANDON, Richard Bruce, residing at 6 Roberts Court, Brookfield, Queensland, 4069, Australia (hereinafter "Inventor"), having invented certain new and useful improvements in:

DIAGNOSTIC METHOD FOR ASSESSING A CONDITION OF A PERFORMANCE ANIMAL

- and having an oath or declaration executed on even date herewith;
- which may be identified in the United States Patent and Trademark Office as Serial No. filed on,
- Attorney Docket No. FAID.001.01US

WHEREAS, GENOMICS RESEARCH PARTNERS PTY LTD (hereinafter "Assignee") having a principal place of business at 520 Gold Creek Road, Brookfield, Queensland, 4069, Australia is desirous of acquiring 100% of the right, title, and interest in and to said invention, said application, and the letters patent to be obtained therefor:

NOW THEREFORE, to all to whom it may concern, be it known that, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title and interest in and to said invention, said application, continuations, continuation-in-part, divisional, reissues and reexaminations, and the letters patent, both foreign and domestic, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this assignment.

Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said application or any other

PATENT

ATTORNEY DOCKET NO. FAID.001.01US

information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining any original, continuation, continuation-in-part, reexamination, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 21/06/2001

(21st June, 2001)

By: R.B.

BRANDON, Richard Bruce